

## TERMS AND CONDITIONS

### 1 Applicability

- 1.1 The terms and conditions are applicable to all special offers, quotes, activities and (additional) agreements entered into by the private limited company known as WizeNoze B.V. and a Client (hereinafter referred to as: the "Client") to the extent that the parties decide not to deviate from these terms and conditions in writing.
- 1.2 For the purpose of these terms and conditions, the Client will be understood to mean: every (legal) person who enters into an agreement with WizeNoze or wishes to do so and their legal successors.
- 1.3 WizeNoze will perform any activities related to the execution of a contract independently. The Client will never be deemed an employer.

### 2 Quotes

- 2.1 All quotes submitted by WizeNoze, regardless of their form, are non-committal unless stated otherwise. A quote will remain valid for a period of 30 days unless otherwise specified in the quote. Quotes may be retracted for a period of 5 working days following the receipt of acceptance by the Client.
- 2.2 Quotes submitted by WizeNoze are based on information received from the Client. The Client is responsible for the correctness and completeness of this information and guarantees that, to the best of their knowledge, all essential information necessary for the creation and execution of the activities has been made available.
- 2.3 The agreement for an assignment is created by means of the Client accepting the quote submitted by WizeNoze in writing.
- 2.4 The scope of the assignment is limited to that which has been listed on the quote.

### 3 The provision of information, staff, equipment and work space by the Client

- 3.1 The Client will provide WizeNoze with all the pertinent documentation and information necessary for the purpose of the correct and timely execution of the assignment. This information will be made available in a timely fashion.
- 3.2 The above also applies to making staff from the Client's organisation available to WizeNoze for the purpose of executing the assignment.
- 3.3 The Client will also make a work space available to WizeNoze free of charge if WizeNoze requests this. This area should feature a phone connection and, if desired, a fax and/or Internet connection.
- 3.4 The Client is responsible for the use and the application of the equipment, software and/or the services provided by 2Grow at their location.
- 3.5 All software, materials or data on storage devices which will be made available by the Client, if this has been agreed to, need to meet the specifications required for the execution of the activities.
- 3.6 WizeNoze retains the right to suspend the execution of the agreement and to submit a claim for expenses incurred, in accordance with her usual tariffs, if data necessary for the execution of the assignment is not made available in a timely fashion or in accordance with the agreement reached.

### 4 The execution of the assignment

- 4.1 WizeNoze is obliged to execute the agreed assignment to the best of their ability and using their best judgement. An agreement has not been reached regarding a result which will be achieved.
- 4.2 WizeNoze will execute the activities at the place and the time agreed to in the quote. WizeNoze will determine this time in accordance with the nature of the activities to be performed if the time and place have not been agreed to in writing.
- 4.3 A timeframe for the execution of the activities which is presented to the Client by WizeNoze should be deemed to be an estimate. The agreement cannot be terminated by the Client due to this date not being met. The parties will consult with each other about extending the timeframe during which the activities will be executed if it becomes clear that WizeNoze will not be able to complete the assignment within the estimated timeframe. The Client is not entitled to damages for the estimated timeframe not being met.
- 4.4 WizeNoze retains the right to employ third parties to help execute the agreement.

### 5 Staff

- 5.1 The Client may not employ any of WizeNoze's employees for a period of one year following the completion of the assignment. They are also not permitted to directly or indirectly have staff perform activities for them.

### 6 Prices

- 6.1 All prices and/or tariffs quoted by WizeNoze are excluding VAT unless explicitly stated otherwise.
- 6.2 The tariffs and cost projections which are based on them are listed in the written confirmation of the assignment. This confirmation also states what is included in the price and what will be subject to a surcharge.
- 6.3 Costs resulting from the use of a third party and costs resulting from creation, use and/or purchase of items for the purpose of executing the assignment will never be included in the quote submitted by WizeNoze unless explicitly agreed to otherwise.
- 6.4 WizeNoze retains the right to change tariffs and to raise the price they charge the Client during the execution of the agreement in the event that these costs are related to a wage increase or increases in other costs.

### 7 Invoicing and payment

- 7.1 All invoices should be paid within a period of 14 days unless agreed to otherwise in writing.
- 7.2 The due date which is listed on WizeNoze's bank statements is leading and will be viewed as the date payment was received.
- 7.3 WizeNoze retains the right to suspend the execution of the agreement in the event that payments are not received in a timely fashion.
- 7.4 Please note that all Clients are severally liable for meeting the obligations dealt with in this agreement regardless of proprietary rights if the assignment has been awarded by more than one Client.

### 8 Interest and costs

- 8.1 The Client will be deemed to be in default by operation of law in the event that the Client fails to pay the invoice in a timely manner. Interest of 1.5% per (part of a) month will become due over the amount owed starting with the date the Client is deemed to be in default.
- 8.2 Please note that a Client who is in default with regards to one or more of his obligations will be held liable for all reasonable extrajudicial costs. These costs will be calculated in accordance with current legislation.

### 9 Changes to the assignment and/or supplemental activities

- 9.1 The Client hereby accepts that the timeframe planned for the execution of the assignment may be influenced by the parties agreeing to changing and/or increasing the scope of the assignment or resulting activities.
- 9.2 WizeNoze will inform the Client if any interim changes will result in changes to the agreed fee, prices or compensation as quickly as possible and in writing.
- 9.3 Any interim changes to the assignment or the execution of the assignment which are the result of the Client's actions, like the failure to provide documents, information or employees available - as referred to in article 3 - in a timely fashion will result in WizeNoze making any necessary adjustments as long as this does not affect the quality of the services provided. Any changes which result in supplemental activities will be viewed as an additional assignment and will be presented to the Client for confirmation. WizeNoze retains the right to terminate the agreement rather than making changes to it.

### 10 Duration and termination of the agreement

- 10.1 Both the Client and WizeNoze retains the right to immediately terminate the agreement if:
  - The counter-party is declared bankrupt or if they have been granted a moratorium;
  - The counter-party has been informed they are in default in writing and continues to remain so for one or more obligations;The grounds listed above are not restrictive. Please note that any other weighty grounds may result in the immediate termination of the agreement.

- 10.2 Paragraph 1 of this article does not alter the fact that this agreement may also be terminated by law.
- 10.3 Please note that WizeNoze retains the right to claim payment for invoices submitted for any work executed and that the Client will receive conditional access to any results for work performed in the event the parties decide to terminate the agreement early. Any additional costs resulting from these actions will be submitted to the Client.
- 10.4 The parties' rights and obligations as dealt with in article 12 (Confidentiality) and article 14 (Liability) will remain valid following the termination of the agreement.

### 11 Intellectual property rights

- 11.1 WizeNoze will retain all property rights, copy rights as well as all other intellectual or industrial property rights to any designs, sketches, images, drawings, models and software which are used in a quote or which are used for the execution of and realisation of the assignment(s) and/or those used for the provision of advice, in a report or which are the result of research unless explicitly agreed to otherwise in writing.
- 11.2 The Client will only gain access to the user rights and the authority resulting from these terms and conditions or explicitly awarded to them in another way and will not copy software, materials and reports.
- 11.3 The Client is prohibited from removing or changing any indications pertaining to property rights, branding, trade names or other rights related to intellectual or industrial property rights from software, equipment or materials. This includes information related to the confidential nature of the software.
- 11.4 The Client guarantees that the use of designs, drawings or other types of branding made available by them will not result in a breach of third party intellectual property rights. The Client hereby indemnifies WizeNoze for claims submitted by third parties related to this subject

### 12 Confidentiality

- 12.1 WizeNoze and the Client will do everything in their power to ensure that all information received from another party which is known to be or which can be deemed to be confidential in nature will remain that way. The party receiving confidential information will only use it for the purpose for which it is intended.
- 12.2 The Client will not inform a third party of WizeNoze's methods or approach without the receipt of explicit written consent. The above is also applicable to the way in which WizeNoze issues reports as well as other information related to the agreement.

### 13 Complaints

- 13.1 Any complaints which arise during the execution of the assignment will only be dealt with by WizeNoze if they are immediately brought to WizeNoze's attention in writing.
- 13.2 Complaints which are related to the results of an assignment should be submitted to WizeNoze in writing within thirty days of completion on penalty of a loss of rights.
- 13.3 Complaints related to invoicing should be submitted to WizeNoze within fourteen days of the receipt of the invoice. The Client will be deemed to have accepted the invoice following this period of time.

### 14 Liability

- 14.1 WizeNoze can only be held liable for shortcoming related to the execution of and the realisation of the assignment to the extent that these are the result of WizeNoze's deliberate actions or gross negligence on their part or if they are the result of deliberate actions or gross negligence by a third party working on behalf of WizeNoze.
- 14.2 Damages which are the result of circumstances dealt with in article 13.1 will result in WizeNoze being deemed liable for the maximum fee which WizeNoze has received for the activities carried out within the framework of the assignment. Assignments which span a period longer than six months and which result in a claim will have that claim limited to an amount calculated over a period spanning six months before the date that WizeNoze was deemed in default.
- 14.3 Please note that WizeNoze can only be held liable for damages which WizeNoze has taken out insurance for or for damages which are deemed covered by the branch in question or which should have been insured. The following limitations should be taken into consideration:
  - a loss of profits, regardless of their nature, will not be due compensation. Please note that the Client may take out insurance to cover these losses if desired.
  - WizeNoze cannot be held liable for damages (regardless of their nature) to items (this includes movable and immovable property) which occur during the execution of the assignment. This is also true for damages to people employed by the Client or by a third party.
- 14.4 The Client hereby indemnifies WizeNoze for any claims submitted by a third party which are the result of errors made by the Client or by someone employed by the Client.
- 14.5 The Client is obliged to submit any claims which are related to this clause to WizeNoze within a period of six months of their occurrence.

### 15 Force Majeure

- 15.1 WizeNoze is not obliged to fulfil any agreement resulting from the agreement in the event that are not able to do so due to force majeure.
- 15.2 Any cases of force majeure which span a period of more than 90 days will result in both the Client and WizeNoze being able to terminate the agreement in writing. A settlement will take place which is based on that which has been achieved within the framework of the agreement and without either party being deemed liable for any other costs.

### 16 Transfer

- 16.1 WizeNoze retains the right to transfer the rights and obligations resulting from this agreement to another party regardless of whether this party is affiliated with WizeNoze. WizeNoze will inform the Client of this transfer by means of a registered letter. The Client hereby agrees to this kind of transfer possibly taking place.

### 17 The consequences of nullity and/or voidability

- 17.1 Any clauses in this agreement which are declared null and void will not affect the validity of the other clauses which make up this agreement. Please note that the parties will come together to discuss new clauses to replace the one or ones which are deemed null and void. The scope of the clauses which will be replaced will be reflected, to the extent possible, in the new ones.

### 18 Applicable law and disputes

- 18.1 All quotes, special offers, agreement and all agreements resulting from these items as well as the activities related to them are subject to Dutch law.
- 18.2 Disputes resulting from or linked to the agreement which these terms and conditions are applicable to, the conditions themselves and the explanation and execution, both of a factual and legal nature, will be presented to the competent judge in the District of Amsterdam once the procedure has been dealt with in accordance with the Foundation for the Settlement of Disputes in the Automation Sector in Haarlem's prescriptions. Please note that this course of action does not affect the parties' rights to request an interim procedure.

### 19 Changes to and the location of these terms and conditions

- 19.1 WizeNoze retains the right to make changes to these terms and conditions. Any changes will come into effect at the time which has been announced. WizeNoze will present the Client with a copy of the new terms and conditions in a timely fashion. Please note that these changes will be deemed to have come into effect immediately for the Client upon their receipt of the changes if WizeNoze does not announce a time for doing this.